

IN THE TWELFTH JUDICIAL DISTRICT OF TENNESSEE
CHANCERY COURT OF GRUNDY COUNTY

CITIZENS TRI-COUNTY BANK

Plaintiff,

vs.

AMERICAN NATIONAL PROPERTY AND
CASUALTY COMPANY,

Defendant.

No. 6059

COMPLAINT

Comes now the Plaintiff Citizens Tri-County Bank, by and through counsel, and would show unto the Court as follows:

I.

That the Plaintiff is a banking corporation organized under the laws of the State of Tennessee with its principal office located in Dunlap, Tennessee. Plaintiff engages in the business of banking in Grundy County, Tennessee as authorized by its charter.

II.

That the Defendant is a corporation doing business within the State of Tennessee.

III.

That the Defendant through its agent, Kelvin Douglas of Douglas and Associates, issued a insurance policy on a home and real property located at Fletcher Road, Gruetli Laager, Grundy County, Tennessee to Wesley Brett Garner. The policy insured the home located in Grundy

EXHIBIT

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County against many risk, including fire.

IV.

That the Plaintiff was listed as the lien holder or mortgagee on the insurance policy issued by the Defendant on the home.

V.

That the Defendant sent several notices to the Plaintiff stating that the Plaintiff was the lien holder under the insurance policy.

VI.

That a fire occurred on the home and property on or about December 29, 2008. That the Plaintiff informed the Defendant of a fire loss that had occurred on the home and requested payment under the policy. However, the Plaintiff would show that the Defendant fails and refuses to pay under the policy without defense and should be responsible for the loss under the policy.

VII.

That the Plaintiff would further allege that the Defendant is acting in bad faith and as a result of such action is requesting damages, including attorney's fees and prejudgment interest.

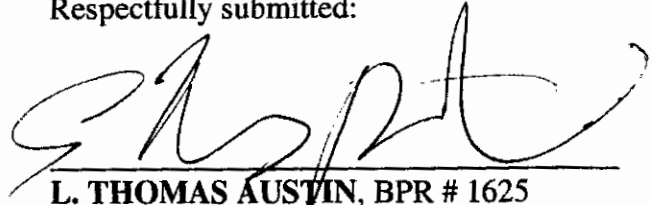
WHEREFORE PREMISES CONSIDERED, PLAINTIFF PRAYS;

1. That process be issued and served upon the Defendant requiring it to appear and answer, but its oath is waived.

2. That upon a hearing in this cause, the Court award damages, including attorneys fees and prejudgment interest, to the Plaintiff as a result of the Defendant's failure to pay under the terms of the insurance contract and as a result of the Defendant's bad faith.

3. For general relief.

Respectfully submitted:



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COST BOND

I, the undersigned, am surety for the costs of this cause not to exceed Five Hundred Dollars (\$500.00).

